

A. G. Contract No. KR96 KR96 0482TRN  
ADOT ECS File: JPA 96-26  
Project: STP-LLA-0(1)P/SS353 01C  
Section: Vicksburg Road,  
I-10 - SR-72

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
LaPAZ COUNTY, ARIZONA

THIS AGREEMENT is entered into 26 April, 1996,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and LaPAZ  
COUNTY acting by and through its BOARD OF SUPERVISORS (the  
"County").

I. RECITALS

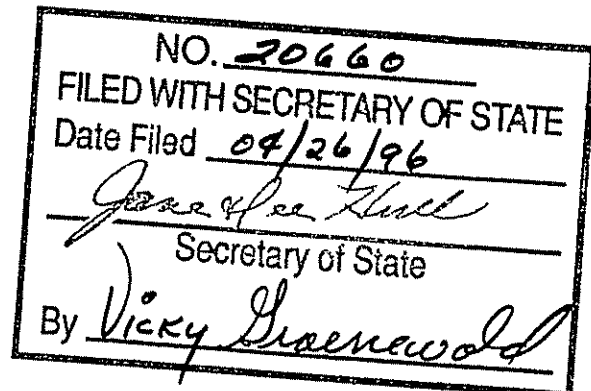
1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the  
County.

3. Congress has authorized appropriations for, but not  
limited to, the design of streets and primary, feeder and farm-  
to-market roads; the replacement of bridges; the elimination of  
roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been  
selected by the County and has been submitted to the Federal  
Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in the  
acquisition of federal funds for the use and benefit of the  
County by reason of federal law and regulations under which funds  
for the project are authorized to be expended.



6. The work embraced by this agreement and the estimated project costs are as follows: Asphaltic Concrete Overlay.

Estimated Project Cost (include. 15% CE)	\$ 669,670.00
Federal Aid Funds @ 94.3%	\$ 631,499.00
LaPaz County Funds @ 5.7%	\$ 38,171.00
Five Percent Surcharge	\$ 29,116.00
Total LaPaz County Funds	\$ 67,287.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the project covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to advance the State funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the County with federal funds for work addressed under this agreement at 94.3% of the project cost.

4. The County will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering and construction in connection therewith, cost overruns and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

LaPaz County  
County Administrator  
Box C  
Parker, AZ 85344

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

LaPAZ COUNTY, ARIZONA

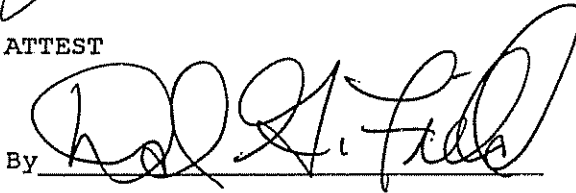
STATE OF ARIZONA

Department of Transportation

By 

By   
PETER L. ENO  
Contract Administrator

ATTEST

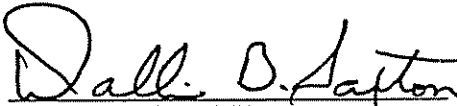
By 

Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 12th day of March 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with LaPaz County for the purpose of defining responsibilities for the construction of improvements to Vicksburg Road, I-10 - SR-72.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director



# La Paz County Board of Supervisors

1108 Joshua Avenue

Post Office Box C

Parker, Arizona 85344

(520) 669-6115

TDD (520) 669-8400

Fax (520) 669-9709

STATE OF ARIZONA )

) ss.

COUNTY OF LA PAZ )

I, Daniel G. Field, Clerk of the Board of Supervisors, do hereby certify that the following motions were made by the Board of Supervisors at their April 15, 1996 Regular Board Meeting, regarding the Agreements for projects #JPA 96-26 & 96-27, Vicksburg Road:

Supervisor Upton moved to approve the Intergovernmental Agreement with the State of Arizona, A.D.O.T. for asphalt concrete overlay on Vicksburg Road, I-10 to State Route-72, File #JPA 96-26, estimated project cost \$669,670. Motion seconded by Supervisor Fisher, passed unanimously.

Supervisor Upton moved to approve the Intergovernmental Agreement with the State of Arizona, A.D.O.T. for reconstruction of horizontal curve on Vicksburg Road near the CAP Canal, File #JPA 96-27, estimated project cost \$115,606. Motion seconded by Supervisor Fisher, passed unanimously.

In Witness Whereof I have hereunto set my hand and affix the official seal of La Paz County this 17th day of April 1996.

Daniel G. Field, Clerk of the Board  
La Paz County Arizona

Gene Fisher  
District 1

Joan Bighead  
District 2

Greg Upton  
District 3

Dan Field  
County Administrator

APPROVAL OF THE LaPAZ COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and LaPAZ COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 15th day of APRIL, 1996.

A handwritten signature in cursive script, appearing to read "S. B. Smith", is written over a horizontal line.

County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: 542-1680

Direct: 542-8837

Fax: 542-3646

MAIN PHONE: 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-0482-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22nd day of April, 1996.

GRANT WOODS  
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
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